



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

govern its employees in the performance of every simple service they may be called on to discharge. Something must be left to the care and discretion of the employees themselves.

PENNYBACKER v. MAUPIN AND OTHERS.—Decided at Richmond, November 17, 1898.—*Harrison, J.* Absent, *Riely* and *Cardwell, JJ*:

1. **SPECIFIC PERFORMANCE**—*Terms on which granted—Case in judgment.* Every application for the specific performance of a contract is addressed to the sound judicial discretion of the court regulated by established principles. The contract must be distinctly proved, and its material terms clearly ascertained. It must be reasonable, certain, legal, mutual, based upon a valuable consideration, and the party seeking performance must not have been backward in enforcing his rights, but ready, desirous, prompt and eager. In the case in judgment the contract is not proved to the satisfaction of the court, there has been long delay in seeking its enforcement, and the claim asserted is barred by the statute of limitation.

MONGER v. ROCKINGHAM HOME MUTUAL FIRE INS. CO.—Decided at Richmond, November 17, 1898.—*Keith, P.* Absent, *Cardwell* and *Riely, JJ*:

1. **MUTUAL FIRE INSURANCE**—*Case at bar—Membership—Assessments.* The plaintiff became a member of the defendant company by an original certificate of membership issued to her in pursuance of the constitution of the defendant company, and having paid all assessments made against her, is, under the evidence in the case, entitled to recover for the loss sustained by her under the contract of insurance made with her. As assessments for losses are merely personal debts and not liens on the property, under the terms of the constitution of the defendant company, she is not liable for prior assessments made against her father under a certificate of membership held by him, as she does not claim under or in privity with him, but under certificate as an original member of the company.

2. **INSURANCE**—*Failure to pay assessments—Forfeiture—Waiver.* Where a forfeiture of an insurance policy for non-payment of assessments is relied on, the fact that subsequent assessments are made and received by the company, without making any reference to the non-payment of the prior assessment, is evidence tending to show a waiver of the forfeiture, and should be submitted to the jury under proper instructions. When the right to rely upon a forfeiture has been once waived it is extinguished and cannot be revived.

RORER AND OTHERS v. FERGUSON AND OTHERS.—Decided at Richmond, November 17, 1898.—*Keith, P.* Absent, *Riely* and *Cardwell, JJ*:

1. **SUBROGATION**—*Payment of judgment by sureties in a forthcoming bond.* A surety in a forfeited forthcoming bond who has paid the debt is entitled to be substituted to all the rights of the creditor against the principal debtor subsisting at the time he became surety, and to recover of him the full amount of the original judgment of the creditor against him.

2. **MERGER**—*Purchase of land by one holding a lien thereon—Other encumbrances.* The acquisition of the legal title to land on which one holds a lien does not necessarily merge the lien. It is a question of intention. In the absence of an express